



## AIR FORCE BASE NEWSPAPERS AND COMMERCIAL ENTERPRISE PUBLICATIONS GUIDANCE AND PROCEDURES

This instruction implements AFRD 35-3, *Internal Communications Programs*, and DoD Instruction 5120.4, *DoD Newspapers and Civilian Enterprise Publications*, November 14, 1984, with Changes 1 and 2. It establishes mission needs and requirements for Air Force base newspapers and other commercial enterprise publications. It provides guidance and procedures for producing and distributing Air Force commercial enterprise and funded newspapers. It describes the steps necessary to contract for publication of Air Force base newspapers and the rules governing supplements and commercial enterprise publications other than newspapers.

### SUMMARY OF CHANGES

This instruction provides guidance on including Services (SV) supplements in commercial enterprise newspapers; changes the requirement for a disclaimer on the front page of supplements; revises the language prohibiting discrimination in advertising; allows for a 2-year base period on commercial enterprise printing contracts; provides guidance on contracting for printing a funded newspaper; and allows for publishing newspapers or newsletter at deployment locations during contingencies.

**1. Functional Area Responsibilities.** At HQ USAF level, the director of Public Affairs (SAF/PA) is the functional manager of the internal information program, which includes Air Force newspapers.

1.1. Air Force Internal Information, (AFNEWS/II), located at the Air Force News Agency, Kelly AFB, Texas, oversees the Air Force newspaper program and is the approving authority for establishing Air Force funded and commercial enterprise newspapers.

1.2. Major command (MAJCOM) directors of public affairs oversee newspapers in their commands to help MAJCOM commanders meet the specific needs of their commands.

1.3. The host public affairs officer (PAO) conducts the newspaper program for the installation commander and ensures that it meets the specific needs of the command and provides timely and useful information to members and their families.

1.4. The base newspaper program serves the entire Air Force installation audience, including tenant units and local related audiences, such as Air Force retirees and their families.

1.5. Only one Air Force newspaper is authorized for each installation.

1.5.1. The host commander on an installation with units of more than one command is responsible for publishing one newspaper that provides balanced coverage of all units on that installation. Tenant units help the host newspaper staff cover unit activities.

1.5.2. Under unusual circumstances, a commander other than the host may publish the single authorized newspaper if the host commander and a majority of tenant organizations concur and AFNEWS/II approves.

1.5.3. This limitation does not prohibit a command or field operating agency (FOA) headquarters from publishing a command newspaper for its geographically dispersed units, or a reserve component unit from publishing a newspaper for its geographically dispersed personnel.

**2. Air Force Newspaper Editors.** Air Force newspaper editors will:

2.1. Conform to applicable regulations, libel and copyright laws, and US Government printing and postal regulations.

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OPR: HQ AFNEWS/IIOP (Mr Art Mathison)

Certified by: SAF/PAR (Col Sam J. Giammo)  
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2.2. Avoid morbid, sensational, or alarming details not essential to factual reporting. Distinguish between facts and opinion, both of which may be part of a news story. When an opinion is expressed, identify the person or source.

2.3. Ensure locally originated editorials reflect the policies of the commander and are in the interest of the Air Force. Editorials should help readers understand Air Force policies and programs. They must not imply criticism of other Governmental agencies, or advocate or dispute specific political, diplomatic, or legislative matters.

2.4. Credit sources of all materials other than local, internal sources. This includes, but is not limited to, Air Force News Service, American Forces Press Service, and command news services.

2.5. Not use unsolicited statements or articles on legislative matters by people or agencies outside the Department of Defense (DoD), including officials or candidates for public office.

2.6. Not use commercial news and opinion material. Such material is outside the purpose of Air Force newspapers and would place them in direct competition with commercial newspapers. AFNEWS/II may authorize use of such material in a specific situation where other sources of national and international news are not available.

2.7. Mention commercial sponsors only incidentally along with other pertinent facts in news stories and announcements of Armed Forces Professional Entertainment Program events.

2.8. Not conduct any poll, survey, or straw vote relating to a political campaign.

2.9. Ensure Air Force newspapers carry a masthead. The masthead shall not be placed on the front page.

**3. Commercial Enterprise (CE) Newspapers.** These newspapers contain advertising sold by a commercial publisher. The right to circulate this advertising to Air Force readers constitutes contractual consideration instead of money to pay for the newspapers. The public affairs staff furnishes news and editorial content. CE newspapers become the property of the Government upon delivery according to terms of the contract.

3.1. The contracting Air Force organization guarantees first publication and distribution rights of the editorial content of the newspaper. When negotiating contracts, try to have the publisher perform as many of the publishing and distributing functions as possible for maximum savings. Command communication needs and requirements are of paramount consideration.

3.2. Requests for proposals (RFP) must include a statement of work describing the categories of news, features, factual information, and, if applicable, comics to be included in the newspaper. The PAO must assist the

installation contracting officer in preparing the RFP and ensure it is coordinated with the MAJCOM before submitting it to prospective offerors.

3.2.1. RFPs may include a request for an SV supplement. As part of the contract, the publisher must produce the supplement at no cost to SV or the Air Force. In exchange for this service, the publisher may circulate advertising solicited to Air Force readers on base. The publisher uses the revenue generated by ad sales to produce the newspaper and supplement. Only at overseas installations can SV supplements be inserted into funded newspapers; the supplement may not contain advertising.

3.2.2. The contract, which is signed by the contracting division and the publisher, shall state specifics about the supplement, if applicable. These specifics include details such as size, frequency, advertising ratios and use of color. A statement on the front page of the supplement that reads, "Supplement to (*name of paper*).\" is mandatory.

3.3. A selection group, chaired by a senior member of the command or activity, picks a commercial publisher. Membership will include public affairs, legal, procurement, printing, and other specialists with skills relevant to the selecting and contracting process. Members investigate the competence, reliability, and technical, production, and business capabilities and resources of each offeror before making a selection. The group also conducts reviews to decide if they should exercise the contract option or terminate the contract.

3.3.1. If there is only one offeror, the chairperson must ensure negotiations obtain the best possible service and product before the selection group decides to accept the offer. The group may decide not to make a selection.

3.3.2. In reviewing offers and negotiating contracts, the amount of advertising that allows the publisher to publish and still make a reasonable profit must be considered. All contracts will specify ground rules, including the amount of advertising in the newspaper. Advertising may be "run of publication" (ROP); printed in sections within the publication; included in supplements printed with the publication; preprinted and inserted as an advertising "insert" or "flier"; or may be combinations of these methods.

3.3.2.1. A supplement containing material other than, or in addition to, advertising, will carry the name of the CE newspaper, and is not necessarily preprinted.

3.3.2.2. Advertising inserts or fliers contain advertising only; the installation commander does not have to give prior approval for them but the PAO must review them.

3.3.2.3. Contracts must contain a provision prohibiting the publisher from selling an amount of advertising that would force the public affairs staff to produce editorial content exceeding mission needs. The average quarterly ratio of ROP advertising to editorial copy in CE newspapers will not exceed 60 percent advertising.

3.3.2.4. CE newspapers may carry paid or unpaid advertising of the products and services of nonappropriated

fund activities and commissaries, but item-by-item price comparisons to those on the civilian economy will not be made.

3.3.2.5. An Air Force newspaper must not carry any advertisement that implies discrimination. In accordance with AFPD 36-27, *Social Actions*, it is Air Force policy to conduct its affairs free from unlawful discrimination and sexual harassment. It provides equal opportunity and treatment for all members regardless of their age, color, national origin, ethnic group, race, religion, and sex except as prescribed by statute or policy.

3.3.2.6. An Air Force newspaper may not carry paid political advertisements.

3.3.2.7. Coordinate advertisements about union activities with the installation civilian personnel labor relations office and the staff judge advocate for propriety. Advertisements must not be worded to give the impression that the Air Force endorses or sponsors their content in any way. Advertisements about union elections will be limited to names of candidates, offices sought, platforms, union positions held, and places and times members may vote.

3.4. Contracts must state that the commander or PAO will specify the design and layout of editorial content. Contracts may provide for the commander or PAO to specify advertising layout to enhance communication effectiveness. The contract with the selected commercial publisher must include provisions that reflect appropriate guidance from this instruction and cover local requirements.

3.5. Contracts may include up to a 2-year base period, with options for 1- or 2-year renewal periods -- based on satisfactory performance -- for a total up to 6 years. After the maximum of 6 years, resolicit contracts. Contracts must contain a provision for termination for cause whenever the products or services to be provided become unsatisfactory, or when contract provisions are not met. Document unsatisfactory performance and give a copy to the to the publisher. Contracts must also contain a provision for termination for the convenience of the Government. Send copies of CE newspaper contracts to HQ AFNEWS/IOP, 203 Norton St., Kelly AFB TX 78241-6105, upon request.

3.6. Follow the standardized sample request-for-proposal/contract (attachment 1); statement-of-work sample newspaper contract (attachment 2); award evaluation (attachment 3); and AF Form 776, **Air Force Newspaper Evaluation Checklist**, when contracting for CE newspapers. You may add provisions to meet command and local requirements but make sure that they do not conflict with the required provisions as shown and do not refer to the Federal Acquisition Regulation or its supplements.

3.7. All contracts will contain a provision prohibiting publishers from entering into exclusive advertising agreements with any firm, broker, or individual.

3.8. Although a separate contract is not required for comic or feature supplements to be distributed with the newspaper by the publisher, the contract must stipulate that the commander will have prior approval of the supplement.

3.9. A publisher cannot be required to pay money to the command or installation, or to provide goods, services, or considerations not directly related to the CE newspaper.

3.10. Commanders may prohibit distribution on the installation of any CE newspaper containing advertising that promotes a situation involving potential riots or other disturbances, or when the circulation of such advertising may present a danger to the loyalty, discipline, or morale of their people. Considerations include the local situation, content of the proposed advertisement, and identity and reputation of the advertiser.

3.11. Each masthead must contain the following disclaimer in type no smaller than six points.

Published by (*name*), a private firm in no way connected with the US Air Force, under exclusive written contract with (*Air Force component*). This commercial enterprise Air Force newspaper is an authorized publication for members of the US military services (*add "overseas" in publications outside the United States*). Contents of (*name of newspaper*) are not necessarily the official views of, or endorsed by, the US Government, DoD, or the Department of the Air Force.

The appearance of advertising in this publication, including inserts or supplements, does not constitute endorsement by DoD, the Department of the Air Force, or (*name of commercial publisher*) of the products or services advertised.

Everything advertised in this publication shall be made available for purchase, use, or patronage without regard to race, color, religion, sex, national origin, age, marital status, physical or mental handicap, political affiliation, or any other nonmerit factor of the purchaser, user or patron.

Editorial content is edited, prepared, and provided by the Public Affairs office of (*name of installation, command, or FOA*). All photographs are Air Force photographs unless otherwise indicated.

3.12. All supplements to CE newspapers must carry on the front page the identification "Supplement to (*name of CE newspaper*)." Additionally, the front page of supplements containing commercial advertising must carry the following disclaimer: "Advertisements contained herein do not constitute an endorsement by DoD, Department of the Air Force, or (*name of command, installation or FOA*). Everything advertised is available without regard to race, color, religion, sex, or other nonmerit factor of the purchaser, user, or patron."

3.13. The publisher of each CE newspaper will notify advertisers of the requirements in subparagraphs 3.11.2, 3.11.3 and 3.12.

**4. Funded Newspapers.** Use appropriated funds to publish funded newspapers. The command or installation public affairs staff furnishes news and editorial content. These newspapers are printed by a commercial publisher under contract, or with Government printing equipment, according to Air Force printing regulations. Overseas, you may, when feasible, print funded newspapers under a contract with *Stars and Stripes*.

4.1. Handle the contract for printing a funded newspaper according to AFI 37-162, *Managing the Processes of Printing, Duplicating, and Copying*, with Public Affairs as the office of primary interest.

4.1.1. At overseas installations only, SV supplements may be inserted into funded newspapers but will contain **no** advertising.

4.2. Although printing in two or more colors generally increases costs, you may use spot color in small areas of the page to add emphasis or display information graphically if it contributes demonstrably toward effective communication.

4.3. Each masthead must contain the following disclaimer in type no smaller than six points.

This funded Air Force newspaper is an authorized publication for members of the US military services (*add "overseas" in newspapers outside the United States*). Contents of (*name of Air Force newspaper*) are not necessarily the official views of, or endorsed by, the US Government, DoD, or the Department of the Air Force.

The editorial content is edited, prepared, and provided by the Public Affairs office of (*name of installation, command, or FOA*). All photographs are Air Force photographs unless otherwise indicated.

4.4. During contingencies, newsletters, or newspapers may be published at deployment locations for use by component commanders. The stipulations of paragraph 4 apply.

**5. Distributing Newspapers.** A funded newspaper will not be distributed as an insert to a CE newspaper, nor will a CE newspaper be distributed as an insert to a funded newspaper.

5.1. Comic and features supplements may be inserted into and distributed with a CE newspaper. This applies to supplements with commercial advertising, provided a fair and equal opportunity is offered to responsible people, businesses, or organizations to compete for this privilege.

5.2. CE and funded newspapers may be distributed through official channels, including use of Government transportation.

5.3. The publisher of a CE newspaper will make as much of the distribution to the intended readership as possible to meet the contractual requirement to generate maximum savings for the installation. Distribution should include installation housing areas where possible.

5.4. Except as authorized by MAJCOM or AFNEWS/II for special situations or occasions such as an installation open house, CE newspapers will not be distributed outside the intended Air Force audience (active duty, Guard, Reserve, civilians, and family members). The publisher of a CE newspaper is not authorized to sell copies of the newspaper, either individually or through subscriptions. The publisher may provide an advertiser with a copy of a newspaper containing his or her paid advertising.

5.5. On publication date, send one copy of the paper to HQ AFNEWS/IIOP, 203 Norton St., Kelly AFB TX 78241-6105; and one copy to Director, American Forces Information Service, Attn: Plans and Policy, 601 N. Fairfax St., Suite 370, Alexandria, VA 22314-2007.

**6. Mailing Newspapers.** Air Force policy is to keep mailing costs to a minimum, consistent with timeliness and applicable postal regulations (see AFMAN 37-125, *Official Mail, Small Parcel and Distribution Management* [formerly AFR 4-50]). DoD official postage includes all means of paying postage with funds appropriated for DoD. In the case of the Air Force, these include payment by regular postage stamps, commercial postage meters, or other means available to private sector mailers to transact US Postal Service (USPS) business. The Air Force discontinued use of all USPS penalty mail instruments on October 1, 1991.

6.1. Only use DoD official postage when mailing: copies to satisfy mandatory distribution requirements; copies to other public affairs offices for administrative purposes; bulk copies to subordinate units for distribution to unit members; information copies to other US Government agencies, members of the Congress, libraries, hospitals, schools and depositories; and individual copies in response to an unsolicited request from a private person, firm, or organization, if the response is in the best interest of the Air Force, MAJCOM, FOA, or installation.

6.1.1. Do not use DoD official postage for mailing to the general readership, or by the CE publisher. However, in accordance with NGB PAM 360-5 and ANG PAM 190-9, official mail may be used to mail Air National Guard newspapers, provided they are mailed at the cheapest rate possible, to the home addresses of individual unit members.

6.1.2. Generally, mail Air Force newspapers as controlled circulation, third-class bulk, third class, or fourth class.

6.2. The publisher of a CE newspaper may charge a reasonable postage and handling fee for mailing issues to segments of the newspaper's audience. The PAO must approve each request and will maintain a mailing list of those individuals. Periodically, the PAO will review and update the mailing list to ensure that those receiving the publication are doing so in the best interest of the Air Force.

6.3. Comply with 18 U.S.C. 1302 and 1307 for Air Force newspapers sent through the mail. Section 1302 prohibits mailing publications containing advertisements for any type of lottery or scheme based on lot or chance. Lottery is defined as containing three elements: prize (items of value offered in the game); chance (random selection of numbers to produce a winning combination); and consideration (requirement to pay a fee to play). The Charity Games Advertising Clarification Act of 1988 (Public Law 100-625) provides exceptions from section 1302 with regard to lottery advertisements. Section 1307 authorizes exceptions pertaining to authorized state lotteries.

6.3.1. The following may be advertised in Air Force CE newspapers:

- Not-for-profit bingo games that are not prohibited by the law of the state in which they are conducted, and which are conducted by an organization that qualifies as tax exempt.
- A lottery conducted occasionally for promotional purposes by a commercial organization whose primary business is other than conducting lotteries. (Bingo games and other lotteries conducted by a commercial organization whose primary business is conducting lotteries may not be advertised in a CE newspaper.)
- Nonlottery activities (such as dining at a restaurant or attending a musical performance) of a commercial organization whose primary business is conducting lotteries.

6.4. An exception also pertains to any gaming conducted by an Indian tribe pursuant to the Indian Gaming Regulatory Act (Public Law 100-497).

**7. Newspaper Review.** The newspaper review system helps commanders to establish and maintain cost-effective internal communications essential to mission accomplishment. The review process is not intended to replace established critique programs.

7.1. MAJCOMs review all Air Force newspapers and report the results of the review annually to AFNEWS/IIOP.

7.1.1. The senior PAO at MAJCOM or equivalent level is the reviewing authority for recommending continuation of each Air Force newspaper within the command. The reviewing authority evaluates each newspaper within the command on the basis of mission essentiality, communication effectiveness, cost effectiveness and compliance with applicable regulations.

7.1.2. The reviewing authority will send a report of the MAJCOM's or FOA's review of newspapers to AFNEWS/IIOP no later than 31 January of each year. A cover letter will include summary data on the total number of newspapers within the command for the year, along with the information required under paragraph 8.1.

7.1.3. No later than 1 April of each even-numbered year, the director of Air Force Internal Information shall provide SAF/PA a report of the Air Force's review of newspapers. The report, with cover memorandum, shall be forwarded to the director, American Forces Information Service, no later than 15 April. The cover memorandum shall include summary data on the total number of newspapers within the Air Force, number eliminated, total cost for the year being reported, and a listing of the information required under paragraph 8.1. Reference DoD Instruction 5120.4, RCS: DD-PA(BI) 1638, *Survey of Cost Data and Specifications of DoD Newspapers*.

**8. Report Requirements.** Report changes to the name, method of financing, frequency or size of an Air Force newspaper to AFNEWS/IIOP when a change occurs. Additionally, each Public Affairs office with a newspaper will prepare a Public Affairs Program Report (RCS: SAF/PA(A) 7101) covering the period 1 January through 31 December, and send it to the MAJCOM or FOA, which collects the reports and sends them to AFNEWS/IIOP by 31 January. This report is designated emergency status code C3. Continue RCS: SAF/PA(A) 7101.

8.1. The report will include: name of newspaper, address and base served; MAJCOM; printing arrangement -- Government equipment (on a military installation), Government contract with commercial printer, or CE contract with commercial printer (give name and mailing address of commercial printer); frequency (weekly, monthly, quarterly, etc.) and number of issues per year; number of copies per issue and estimated readership; paper size (metro, tabloid, or magazine/newsletter); average number of pages per issue; publication and distribution days; size of newspaper staff, listed as full time and part time; editor's name and grade; and annual costs (all newspapers), including editorial and administrative manpower, supply and equipment, printing (funded papers only), distribution and mailing, and staff transportation.

**9. CE Publications Other Than Newspapers.** These are authorized publications containing advertising prepared and published under contract with commercial publishers. As with CE newspapers, the right to circulate this advertising to the Air Force readership constitutes

contractual consideration instead of money to pay for the publications. The publications become the property of the command, installation, or intended recipient upon delivery according to contract terms.

9.1. These publications are limited to:

- Installation guides, which provide Air Force people information about the mission of their command; command, installation, or community services available; local geography and history; and related information. CE installation guides may contain a telephone directory section.
- Installation maps, which are designed to help orient new arrivals or visitors.
- Mission and services pocket guides containing advertising from community businesses whose services transient people may need. These guides may be contracted for in addition to the installation guide, normally as part of the installation guide contract.

**10. Establishing CE Publications.** When valid communication requirements exist, a commander may establish the publications listed in section 1.9. Exercise care not to overburden community advertisers.

10.1. Only one publication in each category is authorized for each command or installation. MAJCOMs approve installation publications in these categories. AFNEWS/II approves MAJCOM and FOA publications.

10.2. The standardized sample request-for-proposal/contract (attachment 1); award evaluation (attachment 3); and sample statement-of-work for a guide, map, or pocket guide contract (attachment 4) should be followed in contracting for CE publications other than newspapers. Additional provisions may be added to meet command and local requirements, but they must not conflict with required provisions as shown and will not refer to the Federal Acquisition Regulation or its supplements.

**11. Policies and Procedures.** The policies, procedures, and restrictions established for CE newspapers in the CE newspaper section generally apply to CE publications other than newspapers.

11.1. DoD official postage must not be used for mailing CE publications, other than newspapers, in bulk.

11.2. The name may appear on the front cover, inside the front cover, or on the first page. As with CE newspapers, it may include the name and emblem of the command or installation.

11.3. The installation commander may choose to include a telephone directory section in a CE installation guide instead of printing an installation telephone directory, but a separate CE telephone directory is not authorized.

11.3.1. The installation communications office responsible for producing the telephone directory section will provide the material, camera-ready, to the public affairs office in a mutually agreed-to format on a mutually agreed-to schedule.

11.3.2. Place the required communications security (COMSEC) message on the front page of the telephone directory section and not on the cover of the installation guide. However, the cover may carry a statement that the publication does include a telephone directory section.

11.4. Upon publication, send copies of installation guides and, if applicable, installation maps to the following USAF Recruiting Service units and USAF agencies:

- USAFRG/CC, 2 Chennault St., Hanscom AFB MA 01731-1717 (10 copies).
- USAFRG/CC, 710 9th St., Robins AFB GA 31098-2234 (10 copies).
- USAFRG/CC, 1961 Dimsted Place, Lackland AFB TX 78236-5122 (10 copies).
- USAFRG/CC, 1649 Wardleigh Rd, Bldg 1205, Hill AFB, UT 84056-5838 (10 copies).
- HQ AFNEWS/II, 203 Norton St., Kelly AFB TX 78241-6105 (2 copies).
- AFIS/P&P, 601 North Fairfax St., Suite 370, Alexandria, VA 22314-2007 (1 copy)
- HQ AFMPC/DPMSP, 550 C Street W, Randolph AFB TX 78150-4724 (1 copy - to ensure that microfilm copies in base libraries are kept up to date).

**12. Form Prescribed.** AF Form 776, **Air Force Newspaper Evaluation Checklist.**

WALTER S. HOGLE, JR., Brig General, USAF  
Director of Public Affairs

4 Attachments

1. Sample Request for Proposal/Contract
2. Sample Newspaper Contract
3. Award Evaluation
4. Sample Guide, Map, or Pocket Guide Contract

**SAMPLE REQUEST FOR PROPOSAL/CONTRACT**

**Cover Sheet**

**Room** \_\_\_\_\_ **Building** \_\_\_\_\_

\_\_\_\_\_ **Air Force Base,** \_\_\_\_\_

**Request For Proposal Number** \_\_\_\_\_

Dear Publisher,

We are requesting proposals from publishers desiring to compete for a 1- or 2-year contract with renewal options of 1 or 2 years for up to a total of 6 years to publish the (name of publication), beginning with the (date) issue.

If your firm wishes to compete for the opportunity to publish the (name of publication), please submit a written proposal not later than (date and time) to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(base contracting office address)

Ensure your proposal addresses the requirements in the Instruction and Notices to Offerors (to be supplied by the contracting officer) and your ability to meet the selection criteria in the award evaluation.

Publishers should ensure they sign their proposals on the last page of the Statement of Work, as the Government may award a contract on the basis of the initial offers received without discussions.

Please direct any questions concerning this Request For Proposal to the contracting officer/ buyer (name) at (phone number).

*(Contracting Officer's signature block)*

## SAMPLE NEWSPAPER CONTRACT

### Statement of Work

#### 1. Newspaper Contents:

a. For and in consideration of the mutual promises of, and mutual benefits derived by, the parties hereto, this contract is made and entered into by and between the contracting officer, (name of installation), and (publisher's name and address), herein after referred to as the publisher.

b. This contract provides for the publisher to produce (frequency) a newspaper to be known as the (name of newspaper), a commercial enterprise newspaper published to provide news and command information to personnel of (name of installation). This publication is subject to the requirements of DoD Instruction 5120.4, AFI 35-301, and the regulations and instructions incorporated therein by references, and to the conditions and agreements as contained herein.

c. The publisher agrees to use the name (name of newspaper), which is owned by the Government, and no other name, on the newspaper during the life of the contract, unless directed otherwise by the commander. The publisher further agrees not to contest ownership by the Government of the foregoing name or to make any use directly or indirectly of that name or a name confusingly similar to that name on any publication it may independently produce.

d. Each issue of (name of newspaper) shall consist of not less than ( ) pages and no more than ( ) pages, not to exceed ( ) inches per page.

e. The masthead of each issue shall carry the following disclaimer in type not smaller than six point:

(1) "Published by (name of publisher), a private firm in no way connected with the US Air Force, under exclusive written contract with (Air Force component). This commercial enterprise newspaper is an authorized publication for members of the US military services (*add 'overseas' in publications outside the United States*). Contents of (name of newspaper) are not necessarily the official views of, or endorsed by, the US Government, DoD, or the Department of the Air Force."

(2) "The appearance of advertising in this publication, including inserts or supplements, does not constitute endorsement by DoD, the Department of the Air Force, or (name of commercial publisher) of the products or services advertised."

(3) "Everything advertised in this publication shall be made available for purchase, use, or patronage without regard to race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation, or any other nonmerit factor of the purchaser, user or patron."

(4) "Editorial content is edited, prepared, and provided by the public affairs office of (name of installation, command, or FOA). All photographs are Air Force photographs unless otherwise indicated."

f. The masthead may contain the names and editorial titles of military and civilian members assigned the duty of preparing the newspaper's content. If used, the names and titles shall be listed in a section of the masthead entitled, "(name of installation) Editorial Staff."

g. Editorial content shall be based on news releases, features, editorials, and reports prepared by DoD and Air Force newsgathering agencies and the public affairs office of (name of installation). All other editorial material must be approved by the PAO.

h. (*If you plan to carry monthly or quarterly supplements --such as those highlighting SV activities-- or special base open house editions, then you need to specify those requirements in this section.* )

#### 2. Public Affairs Requirements. The public affairs office shall:

a. Furnish all editorial materials, headlines, cutlines, photographs and line art for use in the newspaper. The PAO assumes responsibility for the security and accuracy of content provided.

b. Guarantee first publication and distribution rights of the editorial content in the publication.

c. Specify design and layout of editorial content and may specify advertising layout to enhance communications effectiveness of the newspaper.

d. Review advertisements prior to publication to identify any that are contrary to law, DoD, or Air Force directives.

e. Be responsible for final proofreading of all material, checking for accuracy and security of content.

f. (*Add appropriate paragraphs as to when the public affairs office will provide editorial copy to the publisher, when photographs and art work will be turned in, when the public affairs staff members will be at the publisher's to finish proofreading and approve the paper. Add other items needed to meet local requirements.* )

g. (*If you are at a base subject to major contingency operations and deployments, consider including a paragraph that states that production and/or circulation could be affected during such operations. Depending on the nature of the contingency, your ability to provide news copy could be affected and/or your circulation requirements could go up or down.* )

#### 3. Publisher Requirements. The publisher shall:



- a. Comply with provisions of DoD Instruction 5120.4, AFI 35-301, and the provisions and requirements as contained herein. A copy of AFI 35-301 may be obtained through the base contracting office.
- b. Use only the editorial material, photographs and art provided by the public affairs office.
- c. Furnish the public affairs office galley proofs of all editorial copy to be used in the publication not later than (time) on (day) of the week before publication.
- d. Furnish the public affairs office advertising page dummies no later than (hours) before makeup.
- e. Be responsible for the makeup of each page, subject to the PAO's supervision.
- f. Solicit all advertising.
- g. *(If publisher will be responsible for picking up copy, list those requirements in this section and specify times for same.)*
- h. Be responsible for mailing copies of the newspaper to a list of addressees provided by the public affairs office. This list will not exceed (number) addresses.
- i. *(Put your requirements for color in this section.)*
- j. *(Specify what sizes of type the publisher will provide; also point sizes required, screens, engravings, etc.)*

#### 4. Advertising:

- a. The average quarterly ratio of "run of the publication" (ROP) advertising to editorial copy shall not exceed (specify - must not exceed 60 percent).
- b. Neither the publisher nor his or her representatives shall solicit advertisements in the name of (installation) or the Department of the Air Force. Active duty military and civilian personnel are prohibited from soliciting, endorsing, or accepting payment for advertisements.
- c. The publisher shall not accept for publication advertisements that are worded or phrased to give the reader the impressions the Department of the Air Force in any way endorses, guarantees or sponsors any product or service. Advertising that discriminates or implies discrimination against any person because of race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation or any other nonmerit factor of the purchaser, user or patron shall not be carried. If a violation or rejection of this equal opportunity policy by an advertiser is confirmed, the publisher shall refuse to print advertising from that source until the violation is corrected.
- d. The publisher shall not enter into exclusive advertising agreements with any firm, broker, or individual.
- e. No commercial enterprise comic or feature supplements shall be distributed with this newspaper without the approval of the contracting officer or his or her authorized representative.

#### 5. Cost:

- a. All proceeds from the sale of advertisements for (name of newspaper) belong to the publisher, who agrees to look exclusively to such advertising sales for all publishing costs and profits, if any.
- b. The publisher agrees to bear all costs and expenses of publishing (name of newspaper). It is expressly agreed that neither the United States, the commander, his or her representatives and successors, nor (name of installation) shall be liable for any expenses or obligations incurred in publishing (name of newspaper).
- c. No appropriated funds of the United States shall become due or paid to the publisher by reason of this contract.
- d. The publisher shall not be required to pay money to (name of installation), or to provide goods, services or considerations not directly related to publishing (name of newspaper).

#### 6. Publication and Distribution:

- a. The (name of newspaper) shall be published on (day of week) of each (week, month, etc.), and the publisher shall furnish the PAO on the date of publication (number) copies of the (name of newspaper). The contracting officer may change the number of copies to be furnished when necessitated by significant increases or decreases of military and civilian personnel at (name of installation).
- b. The published copies of (name of newspaper) become the property of the Department of the Air Force upon delivery at (name of installation).
- c. Government-funded newspapers may not be distributed as an insert to (name of newspaper).
- d. The publisher shall not make distribution outside the intended audience of (name of installation). The publisher may provide a copy of each specific issue of (name of newspaper) to an advertiser whose advertisement is carried therein.
- e. The publisher will be responsible for distribution of the (name of newspaper) to various locations on base as shown in the attached map (and to all individual base housing units). Delivery of the newspaper will be completed by (time) on date of publication. A map showing delivery locations will be provided. *(Note the delivery of the paper to individual quarters is negotiable.)*

**7. Contracts Terms:**

a. This contract, unless sooner terminated as herein provided, shall run for a period up to 2 years commencing on (award date). This contract may be extended by mutual agreement on either a 1 year or 2-year basis for a period not to exceed a total of 6 years. The first issue of (name of newspaper) pursuant to this contract shall be published on (date). *(Allow a reasonable amount of time between contract award date and the first publication date to enable the publisher to mobilize and sell advertisements.)*

b. This contract may be terminated by the contracting officer prior to its expiration whenever the products and services to be provided by the publisher hereunder fail to comply with the provisions hereof, and publisher, after written notice from the contracting officer of such failure, fails to correct same within a reasonable time. The (name of installation) shall not be obligated to renew this contract.

c. The contracting officer may also terminate the contract at the convenience of the Government in the event the Government no longer requires this service.

In witness whereof the parties hereto set their hands this day of (year).

\_\_\_\_\_  
Name & Title of Contracting Officer

\_\_\_\_\_  
Name & Title of Signer

\_\_\_\_\_  
Signature of Contracting Officer

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Name of Installation

\_\_\_\_\_  
Publishing Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

## AWARD EVALUATION

### 1. Contract Award:

a. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. The criteria and the procedures the Government will use for evaluation of proposals and source selection are described in this solicitation.

b. The Government may award a contract on the basis of initial offers received without discussions. Therefore, each initial offer should contain the publisher's best terms from the ability to meet the selection criteria and provide the Government the best possible service and product.

**2. Selection Criteria.** The selection group will review the written data and may hear presentations by the offerors which responded to the request for proposal. An on-site visit of the contractor's plant may be conducted to determine the ability to perform. Since exchange of rights constitutes the consideration in a commercial enterprise publication contract, the best obtainable product and service in exchange for those rights shall be the primary criteria for selection. General elements the selection group will evaluate for are:

a. Capability; quality of photo reproduction, color and black and white; variety of type fonts and screens available; quality of paper stock; availability of spot color on request.

b. Convenience of communication between the publisher and the public affairs office. Distance, use of computer equipment, ease of communication (*not applicable to guides, maps and pocket guides*).

c. Ability to meet the contract requirements, current workload, number of copies to be delivered and ability to deliver the paper on time, ability to meet or beat deadlines established in the contract with respect to other work.

d. Experience, past performance, particular experience in publishing this type of publication, evidence of quality workmanship.

e. Services that are proposed beyond or in addition to those required in the solicitation.

f. (*List any other items your installation wishes to consider.*)

(*Order the criteria in descending order of importance in the request for proposal. While exact scoring should not be revealed to unsuccessful offerors, each installation should be able to tell those publishers in general terms where their proposals were deficient.*)

## SAMPLE GUIDE, MAP, OR POCKET GUIDE CONTRACT

### Statement of Work

#### 1. Publication Content:

a. For and in consideration of the mutual promises of, and mutual benefits derived by, the parties hereto, this contract is made and entered into by and between the contracting officer, (name of installation), and (publisher's name and address), herein after referred to as the publisher.

b. This contract provides for the publisher to produce a (guide, map or mission and services pocket guide) to be known as the (name of publication), a commercial enterprise product published to provide Air Force people information about the mission of their command; command, installation or community services available; local geography and history; and related information. This publication is subject to the requirements of DoD Instruction 5120.4; AFI 35-301, and the regulations and instructions incorporated therein by references, and to the conditions and agreements as contained herein.

c. The publisher agrees to use the name (name of publication), which is owned by the Government, and no other name, on the (guide, map or mission and services pocket guide) during the life of the contract, unless directed otherwise by the commander. The publisher further agrees not to contest ownership by the Government of the foregoing name or to make any use directly or indirectly of that name or a name confusingly similar to that name on any publication it may independently produce.

d. The publisher agrees to provide in the installation guide a minimum of (number) pages, or the equivalent, and (if applicable) a minimum of (number) pages in the mission and services pocket guide, which shall be devoted exclusively to editorial copy and photo art about the installation and command. These pages do not include information about the local area and (name of state), or pages used for advertising.

e. The masthead of each product shall carry the following disclaimer in type not smaller than six point:

(1) "Published by (name), a private firm in no way connected with the US Air Force, under exclusive written contract with (Air Force component). This commercial enterprise Air Force (guide, map or mission and services pocket guide) is an authorized publication for members of the U.S. military services (*add 'overseas' in publications outside the United States*). Contents of (name of publication) are not necessarily the official views of, or endorsed by, the US Government, DoD, or the Department of the Air Force."

(2) "The appearance of advertising in this publication, including inserts or supplements, does not constitute endorsement by DoD, the Department of the Air Force, or (name of commercial publisher) of the products or services advertised."

(3) "Everything advertised in this publication shall be made available for purchase, use, or patronage without regard to race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation, or any other nonmerit factor of the purchaser, user or patron."

(4) "Editorial content is edited, prepared, and provided by the public affairs office of (name of installation, command, or FOA). All photographs are Air Force photographs unless otherwise indicated."

f. The masthead may contain the names and editorial titles of military and civilian members assigned the duty of preparing the newspaper's content. If used, the names and titles shall be listed in a section of the masthead entitled, "(name of installation) Editorial Staff."

g. Editorial content pertaining to the guide shall be based on information prepared and submitted by the public affairs office of (name of installation). All other editorial material, including information about the local area and state, must be approved by the PAO.

#### 2. Public Affairs Requirements. The public affairs office shall:

a. Furnish or approve all editorial materials, headlines, cutlines, photographs and line art for use in the publication. The PAO assumes responsibility for the security and accuracy of content provided.

b. Guarantee first publication and distribution rights of the editorial content in the publication(s).

c. Specify design and layout of editorial content and may specify advertising layout to enhance communications effectiveness of the publication(s).

d. Review advertisements prior to publication to identify any that are contrary to law, DoD or Air Force directives.

e. Be responsible for final proofreading of all material, checking for accuracy and security of content.

f. (*Add appropriate paragraphs as to when the public affairs office will provide editorial copy to the publisher, when photographs and art work will be turned in and when the final proofs will be returned to the publisher. Add other items needed to meet local requirements.*)

g. (*If an installation telephone section will be included, add appropriate paragraph here to indicate when camera-ready copy for this section will be provided to the publisher.*)

**3. Publisher Requirements.** The publisher shall:

- a. Comply with provisions of DoD Instruction 5120.4, AFI 35-301, and the provisions and requirements as contained herein. A copy of AFI 35-301 may be obtained through the base contracting office.
- b. Use only the editorial material, photographs and art provided by the public affairs office.
- c. Furnish the public affairs office galley proofs of all editorial copy to be used in the publication(s) not later than (number) days before publication.
- d. Furnish the public affairs office galley proofs of all advertising to be used in the publication(s).
- e. Be responsible for the makeup of each page, subject to the PAO's approval.
- f. Solicit all advertising.
- g. *(Put your requirements for color in this section.)*
- h. *(Specify what sizes of type the publisher will provide; also point sizes required, screens, engravings, etc.)*

**4. Advertising:**

- a. Neither the publisher nor his or her representatives shall solicit advertisements in the name of (installation) or the Department of the Air Force. Active duty military and civilian personnel are prohibited from soliciting, endorsing, or accepting payment for advertisements.
- b. The publisher shall not accept for publication advertisements that are worded or phrased to give the reader the impressions the Department of the Air Force in any way endorses, guarantees or sponsors any product or service. Advertising that discriminates or implies discrimination against any person because of race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation or any other nonmerit factor of the purchaser, user or patron shall not be carried. If a violation or rejection of this equal opportunity policy by an advertiser is confirmed, the publisher shall refuse to print advertising from that source until the violation is corrected.
- c. The publisher shall not enter into exclusive advertising agreements with any firm, broker, or individual.
- d. No commercial enterprise comic or feature supplements shall be distributed with this publication.

**5. Cost:**

- a. All proceeds from the sale of advertisements for (name of publication[s]) belong to the publisher, who agrees to look exclusively to such advertising sales for all publishing costs and profits, if any.
- b. The publisher agrees to bear all costs and expenses of publishing (name of publication[s]). It is expressly agreed that neither the United States, the commander, his or her representatives and successors, nor (name of installation) shall be liable for any expenses or obligations incurred in publishing (name of publication[s]).
- c. No appropriated funds of the United States shall become due or paid to the publisher by reason of this contract.
- d. The publisher shall not be required to pay money to (name of installation), or to provide goods, services or considerations not directly related to publishing (name of publication[s]).

**6. Publication and Distribution:**

- a. The (name of publication[s]) shall be published in (month and year). The publisher shall furnish the PAO (number) copies of the (name of publication) by (date) and *(if applicable)* (number) copies of (names of separate publications). The contracting officer may change the number of copies to be furnished when necessitated by significant increases or decreases of military and civilian personnel at (name of installation).
- b. The published copies of (name of publication[s]) become the property of the Department of the Air Force upon delivery at (name of installation).
- c. The publisher shall not make distribution outside the intended audience of (name of installation). The publisher may provide a copy of (name of publication[s]) to an advertiser whose advertisement is carried therein.

**7. Contract Terms:**

- a. This contract, unless sooner terminated as herein provided, shall run for a period up to 2 years commencing on (award date). This contract may be extended by mutual agreement on either a 1-year or 2-year basis for a total period not to exceed 6 years. The first issue of the (name of publication[s]) pursuant to this contract shall be published in (month and year).
- b. This contract may be terminated by the contracting officer prior to its expiration whenever the products and services to be provided by the publisher hereunder fail to comply with the provisions hereof, and the publisher, after written notice from the contracting officer of such failure, fails to correct same within a reasonable time. The (name of installation) shall not be obligated to renew this contract.
- c. The contracting officer may also terminate this contract at the convenience of the Government in the event the Government no longer requires this service.

In witness whereof the parties hereto set their hands this day of     (year)    .

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Name & Title of Contracting Officer

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Name & Title of Signer

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Signature of Contracting Officer

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Signature of Person Authorized to Sign

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Name of Installation

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Publishing Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number